



# **REHABILITATION OF BERWICK 341 ASBESTOS MINE**

**CONTRACT MTK 03/2024**

**VOLUME 1**

**PART 1:**

**AGREEMENT AND CONTRACT DATA**



Volume 1

Part 1: Agreement and Contract Data

## C1.1 FORM OF OFFER AND ACCEPTANCE (Agreement)

### 1. OFFER

**The TENDERER is to complete and sign the Form of Offer**

- 1.1 The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works

**Contract No. MTK 03/2024 – Rehabilitation of Asbestos Mine – BERWICK 341**

- 1.2 The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.
- 1.3 By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

### 1.4 THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

\_\_\_\_\_ Rand (in words); R \_\_\_\_\_ (in figures),  
(firm)\* (adjustable)\* \*(delete which does not apply)

- 1.5 This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

**Signature(s)**

\_\_\_\_\_

**Name(s)**

\_\_\_\_\_

**Capacity**

\_\_\_\_\_

**For the  
Tenderer**

\_\_\_\_\_  
(Name and address of organization)

**Name and  
signature of  
witness**

\_\_\_\_\_

**Date** \_\_\_\_\_

### 2. Acceptance

**The EMPLOYER will complete and sign the form of Acceptance**

- 2.1 By signing this part of the Form of Offer and Acceptance, **the Employer** identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall create an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.
- 2.2 The terms of the contract are contained in
- Part 1 Agreement and Contract Data, (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site Information
- and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above, and the contract shall generally be governed by the General Conditions of Contract for Construction Works, 3<sup>rd</sup> Edition, 2015.
- 2.3 Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any amendments to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in the said Schedule of Deviations, which must be duly signed by the authorised representative(s) of both parties.
- 2.4 The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the employer's agent (whose details are given in the Contact Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or within 7 days after, the date of this Agreement comes into effect. Failure to fulfill any of the above obligations in accordance with those terms shall constitute a repudiation of this Agreement.
- 2.5 Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed and duly signed original copy of this document, including the Schedule of Deviations (if any).



Volume 1

Part 1: Agreement and Contract Data

Unless the Tenderer (now the Contractor), within five days after the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents or terms and conditions of this Agreement, this Agreement shall constitute a binding contract between the parties,

FOR MINTEK OFFICIAL USE ONLY	
Signature(s)	
Name(s)	
Capacity	
For the Employer	
	(Name and address of organisation)
Name and signature of witness	Date



Volume 1

Part 1: Agreement and Contract Data

### 3. SCHEDULE OF DEVIATIONS

#### 3.1 Notes:

- 3.1.1 The extent of deviations from the tender documents issued by the employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,
- 3.1.2 A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here,
- 3.1.3 Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or amendment to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
- 3.1.4 Any amendment or addition to the tender documents arising from the above arrangements and recorded here shall also be incorporated into the final Contract,

<b>1</b>	<b>Subject</b> _____
Details _____	
<b>2</b>	<b>Subject</b> _____
Details _____	
<b>3</b>	<b>Subject</b> _____
Details _____	
<b>4</b>	<b>Subject</b> _____
Details _____	
<b>5</b>	<b>Subject</b> _____
Details _____	
<b>6</b>	<b>Subject</b> _____
Details _____	
<b>7</b>	<b>Subject</b> _____
Details _____	



Volume 1

Part 1: Agreement and Contract Data

- 3.2 By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or amendment to the terms of the offer agreed by the Tenderer and the Employer during the process of offer and acceptance.
- 3.3 It is expressly agreed that no other term or condition, whether in writing or oral or implied or tacit, arising during the period between the issue of the tender documents and the receipt by the Tenderer of a completed and signed copy of this Agreement shall have any legal effect in respect of the contract between the parties arising from this Agreement.

**For the Tenderer:****Signature(s)**

\_\_\_\_\_

**Name(s)**

\_\_\_\_\_

**Capacity**

\_\_\_\_\_

\_\_\_\_\_  
(Name and address of organization)**Name and  
signature of  
witness**

\_\_\_\_\_

**Date** \_\_\_\_\_**For the Employer:****Signature(s)**

\_\_\_\_\_

**Name(s)**

\_\_\_\_\_

**Capacity**

\_\_\_\_\_

\_\_\_\_\_  
(Name and address of organization)**Name and  
signature of  
witness**

\_\_\_\_\_

**Date** \_\_\_\_\_



## C1.2 CONTRACT DATA

### PART 1: DATA PROVIDED BY THE EMPLOYER

#### CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works Third Edition (2015), published by the South African Institution of Civil Engineering, is applicable to this Contract.

#### CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this Contract:

GCC Clause	Information
Clause 1.1.1.5	<i>Add the following:</i> or the date of the Letter of Award issued by the Employer to the Contractor, whichever is the earlier.  Should the Commencement Date be specified in the Letter of Award to the Contractor, then the Commencement Date shall be the date specified in the Letter of Award.
Clause 1.1.1.13	The Defects Liability Period is 52 weeks from the date of the Certificate of Completion.
Clause 1.1.1.14	The time for achieving Practical Completion is 8 months.
Clause 1.1.1.15	The name of the Employer is Mintek (Pty) LTD
Clause 1.1.1.16	The name of the Employer's Agent is Mine Closure and Rehabilitation at Mintek at Mintek (Pty) LTD.
Clause 1.1.1.26	The Pricing Strategy is a Re-measurement Contract
Clause 1.2.1.2	The address of the Employer is: Mintek  <div> <div> <u>Physical Address</u>  200 Malibongwe Dr  Randburg  2125 </div> <div> <u>Postal Address</u>  Private Bag X3015  Randburg  2125 </div> <div> Tel: 011 709 4123   Email:  tenders@mintek.co.za </div> </div>
Clause 1.2.1.2	The address of the Employer's Agent is: Mintek Mine Closure and Rehabilitation  <div> <div> <u>Physical Address</u>  200  Malibongwe  Dr Randburg  2125 </div> <div> <u>Postal Address</u>  Private Bag X3015  Randburg  2125 </div> </div>



GCC Clause	Information
Clause 1.2.2	Indemnification against liability should remain applicable from the commencement date to "Practical Completion".
Clause 3.2.3	<p>Specific Approval – The Employer's Agent is required to obtain the Employer's approval for the following:</p> <ul style="list-style-type: none"> <li>• Approval of Variation Orders</li> <li>• Approval to exceed the Contract Sum</li> <li>• Suspending the Works</li> </ul>
Clause 4.11.1	<p><i>Add to clause the following:</i></p> <p>The Contractor shall employ Key personnel with the following qualifications:</p> <p>Contracts Manager:</p> <ol style="list-style-type: none"> <li>1. A Diploma or Bachelor's Degree in Civil Engineering from a recognized institution.</li> <li>2. Professional registered Civil Engineer with ECSA as a PrEng/PrEng Tech/Technologist.</li> <li>3. Minimum 3 years' experience in managing Civil Engineering projects.</li> </ol> <p>Site Agent:</p> <ol style="list-style-type: none"> <li>4. A Diploma or Bachelor's Degree in Civil Engineering from a recognized institution.</li> <li>5. Minimum 3 years' experience in managing Civil Engineering projects.</li> </ol> <p>Health and Safety Officer:</p> <ol style="list-style-type: none"> <li>6. Minimum National Diploma in Occupational Health and Safety from a recognized institution.</li> <li>7. Minimum 3 years' experience in managing Civil Engineering projects.</li> </ol> <p>Environment Officer:</p> <ol style="list-style-type: none"> <li>8. A Diploma or Bachelor's Degree in Environmental Management</li> </ol>





GCC Clause	Information
	<p>in from a recognized institution.</p> <p>9. Minimum 3 years' experience in managing Civil Engineering projects.</p>
<p>Clauses 5.1.1 and 5.8.1</p>	<p>The non-working days are Saturdays and Sundays.</p> <p>The special non-working days are all Public Holidays in terms of the Public Holidays Act (as amended), and the annual "Builder's Break" as defined by SAFCEC on an annual basis.</p>
<p>Clause 5.3.1</p>	<p>The documentation required before commencement with Works execution are:</p> <p>Site Establishment</p> <ul style="list-style-type: none"> <li>• Health and Safety Plan (Refer to Clause 4.3)</li> <li>• Initial Programme (Refer to Clause 5.6)</li> <li>• Security (Refer to Clauses 6.2)</li> <li>• Insurance (Refer to Clause 8.6)</li> <li>• Service level agreement with approved AIA</li> <li>• Full installation of the DCU, DCV, Management of Asbestos and approval by the Employer's Health &amp; Safety Officer</li> </ul> <p>Temporary and permanent works</p> <ul style="list-style-type: none"> <li>• Design of temporary access signed off by a registered Professional Engineer</li> <li>• Construction method statement for the temporary access</li> <li>• Contractor's Quality Management Manual</li> <li>• Contractor's Environmental Management Manual</li> </ul>
<p>Clause 5.3.2</p>	<p>The time to submit the required documentation before commencement of the Works is 21 days from the commencement date.</p>
<p>Clause 5.13.1</p>	<p>The penalty for failing to complete the Works by the date of Practical Completion will be the greater of:</p> <p>The amount equal to the daily Time Related P&amp;G rate (as calculated</p>



GCC Clause	Information
	<p>from the Time Related P&amp;G Section in the Bill of Quantities), or 0.1% of the Contract value Sum (excl. VAT) per day whichever is the greater.</p> <p>Refer to “C2.1 Pricing Data: Pricing Instructions – Preamble to the Bill of Quantities” for the calculation of the daily Time Related P&amp;G rate.</p> <p>The penalty will be to a maximum of 10% of the Contract Sum (excl. VAT).</p>
Clause 5.14.1	<p><i>Add the following at the end of paragraph two:</i></p> <p>The Contractor should fulfill the following requirements to the satisfaction of the Employers Agent prior to the issuing of Practical Completion certificate:</p> <ul style="list-style-type: none"> <li>• Completion of all permanent works</li> <li>• All as-built information as required by the Employer submitted and accepted</li> <li>• All Extended Public Works Programme (EPWP) and Local Value Add (LVA) reports.</li> </ul>
Clause 5.14.4	<p><i>Add the following:</i></p> <p>The Contractor should fulfil the following requirements to the satisfaction of the Employer’s Agent prior to the issuing of Completion certificate:</p> <ul style="list-style-type: none"> <li>• All as-built information including the as-built survey as required by the Employer’s Agent.</li> </ul>
Clause 5.16.3	<p>The latent defect period is 10 years.</p>
Clause 6.1.1	<p><i>Add the following:</i></p> <p><i>The Contractor shall submit to the Employer’s Agent the complete and correct EPWP and LVA reports on or before the 5<sup>th</sup> of every month.</i></p> <p><i>Should the Contractor default in the submission of the complete and correct EPWP and LVA reports by the 5<sup>th</sup> of the month the Employer’s Agent shall withhold payment of the submitted invoice for that month.</i></p> <p><i>Additionally, should the Contractor fail to rectify the non-submission of the EPWP and LVA report, a penalty of R 5000.00 a day, capped at full calendar days will be imposed on the current payment certificate for each non-submission.</i></p>



GCC Clause	Information
Clause 6.2.1	The security to be provided by the Contractor shall be in the form of a Performance Guarantee and will comply with the requirements of Clause 6.2.3. The Performance Guarantee shall be 10% of the Contract Sum (excl. VAT).
Clause 6.2.3	Remove the following sentence, "The Performance Guarantee shall specify the expiry date," with the following, "The Performance Guarantee shall be valid until the issuing of the Completion certificate."
Clause 6.3.1	<p>Variations</p> <p><i>Amend Clause 6.3.1.2, as follows:</i></p> <p>Delete the words "provided it is not to be carried out by someone else" under Clause 6.3.1.2</p>
Clause 6.8.2	This contract is not subject to the application of a Contract Price Adjustment.
Clause 6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
Clause 6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80% of the invoice value.
Clause 6.10.3	The percentage retention on the said amounts due to the Contractor is 10%.
Clause 6.10.3	The limit of retention money is 10% of the Contract Price (excl. VAT).
Clause 8.3.2	<p><i>Add to the end of Clause 8.3.2 the following text:</i></p> <p>For the expected risks under sub-clause 8.3.1.4, the following applicable conditions must be met to entitle the Contractor to make a claim:</p> <ol style="list-style-type: none"> <li>1. The Contractor has engaged with the persons responsible for the riot, commotion, disorder, strike or lockout; has met with the persons or leaders; and has recorded the persons or leaders' details, their grievances, the organisations involved, all threats made; and has requested the persons or leaders to cease all unlawful conduct;</li> <li>2. The Contractor has obtained proof of the riot, commotion, disorder, strike or lockout, and of any unlawful conduct;</li> <li>3. The Contractor has reported all threats and unlawful conduct to the South African Police Service;</li> </ol>



GCC Clause	Information
	<p>4. The Contractor has brought an urgent application to the court on an ex parte basis that correctly identify the respondents and define the unlawful conduct to be interdicted;</p> <p>5. The Contractor has ensured that the court order is enforced.</p>
Clause 8.4.1.1	<p><i>Add to the end of Clause 8.4.1.1 the following text:</i></p> <p>“hereby indemnifies the Employer against any liability in respect of damage or physical loss of property of any person or injury or death of any person due to non-compliance with the Mine Health and Safety Act of 1996, and”</p>
Clause 8.6.1	<p><i>Delete Clause 8.6.1 and replace it with the following:</i></p> <p><b>8.6.1</b> The Contractor shall effect and maintain as appropriate in the joint names of the Employer and the Contractor and where relevant Sub-Contractors the following insurances which are subject to the terms, limits, exceptions and conditions of the Policy:</p> <p><b>8.6.1.1 Contract Works Insurance</b> – which will provide cover against accidental and Physical loss of or damage to the Works, Temporary Works and Materials intended for incorporation in the Works from whatsoever cause arising other than causes set out in Clause 8.3.1 for which the Contractor is responsible for the Works in terms of Clause 8.2.1, and for a sum insured which shall, unless otherwise specified in the Contract, be the aggregate of:</p> <p><b>8.6.1.1.1</b> the Contract Price,</p> <p><b>8.6.1.1.2</b> a sum to cover the value (specified at the time of delivery to the Contractor) of materials supplied by the Employer for incorporation in the Works and not included in the Contract Price, and</p> <p><b>8.6.1.1.3</b> a sum to cover professional fees, not included in the Contract Price, payable in respect of the repair or reinstatement of damage to the Works.</p> <p><b>8.6.1.2</b> Following the introduction of legislation affecting the articles of the <b>South African Special Risks Insurance Association (SASRIA)</b>, insurance cover for loss or damage to the Works caused by any event defined as a risk in terms of the insurance offered by SASRIA, will be provided under a certificate issued by SASRIA.</p> <p><b>8.6.1.3 Public Liability Insurance</b> which will provide indemnity against legal liability in the event of accidental death of or injury to third parties and/or loss or damage to third party property arising directly from the execution of the Contract and occurring during the period of Insurance with a limit of indemnity of R 10 million in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause.</p> <p><b>8.6.1.4</b> Full details of the Contract Works and Public Liability insurances</p>



GCC Clause	Information
	<p>effected by the Contractor may be obtained from the Contractor.</p> <p><b>8.6.1.5</b> The Contractor shall pay the premium in connection with the insurances effected by the Contractor in 8.6.1.1, 8.1.6.2 and 8.6.1.3 above.</p> <p><b>8.6.2</b> The Employer/Contractor/Subcontractors and/or any other party who obtains indemnity under the policies effected under 8.6.1.1, 8.6.1.2 and 8.6.1.3 above shall become liable for the deductibles (first amount payable) which are applicable in respect of each and every occurrence or series of occurrences attributable to one source or cause giving rise to loss or damage or indemnifiable liability.</p> <p><b>8.6.3</b> In the event of an occurrence which is likely to give rise to a claim under the insurance effected by the Contractor, the following procedure shall be adhered to:</p> <p><b>8.6.3.1.</b> In addition to any statutory requirements and/or other requirements contained in the Conditions of Contract, the Contractor shall immediately notify the Insurance Brokers, giving the circumstances, nature and an estimate of the loss or damage.</p> <p><b>8.6.3.2.</b> The Contractor shall, when required, complete a claims advice form, available from the Insurance Brokers, to whom the form shall be returned without delay.</p> <p><b>8.6.3.3.</b> The Contractor shall afford all access necessary to the representatives of the Insurers for the purpose of the assessment of any loss or damage.</p> <p><b>8.6.3.4.</b> Negotiations on the settlement of claims shall be conducted by the Contractor/Sub-Contractor with the Insurers through the Insurance Brokers.</p> <p><b>8.6.4</b> Any amount which becomes payable to the Contractor or any of his Sub-Contractors as a result of claim under the Contract Works Insurance shall, if required by the Employer, be paid net of the deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification, repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations, liabilities or responsibilities in terms of the Contract.</p> <p><b>8.6.5</b> The Contractor shall insure all Constructional Machinery and Plant (including tools, offices and other temporary structures and content) and other items, other than those intended for incorporation into the works, owned, leased or hired and brought</p>



GCC Clause	Information
	<p>on to the Site against all risks of physical loss or damage for the period that such Plant shall be on the Site to the full value thereof. In respect of a Plant brought on to the Site by or on behalf of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of this Sub-Clause if it has ensured that such Sub-Contractors have similarly insured such Plant and Machinery. Such insurance shall be effected with an Insurer and in terms approved by the Employer (which approval shall not be unreasonably withheld) and the Contractor shall, when required, submit to the Employer's Insurance Brokers, the policy or policies of insurance and receipts for payment of the current premiums.</p> <p><b>8.6.6</b> The Contractor and the Sub-contractors shall effect and maintain at their cost, insurance under the provision of the Compensation for Occupational Injuries and Diseases Act (COID), 1993 (Act No. 130 of 1993)</p> <p><b>8.6.7</b> The Contractor and the Sub-Contractors shall effect and maintain at their own cost, motor vehicle liability insurance with at least indemnification for "balance of third party" risks, including passenger liability with a limit of indemnity of not less than R2.5 million.</p> <p><b>8.6.8</b> The Contractor and the Sub-Contractors shall effect and maintain at their own cost, any additional insurance which they deem necessary to cover damage or loss or injury not insured. Such insurance shall be effected with an Insurer and in terms approved by the Employer (which approval shall not be unreasonably withheld) and the Contractor shall, when required, submit to the Employer's Insurance Brokers the policy or policies of insurance and the receipts for payment of the current premiums. If the Contract entails manufacture and or assembly of the Works or part thereof on a site other than the Contract site, the Contractor must satisfy the Employer that all materials and equipment intended for incorporation into the Works are adequately insured during manufacture and assembly. If the Employer has an insurable interest in such works during manufacture or assembly, such interest shall be recorded by way of endorsement on the policies concerned. The Contractor shall furnish the appropriate insurance policies to the Employer within 14 days from the Commencement Date.</p> <p><b>8.6.9</b> The Contractor shall give all notices and observe all conditions and requirements imposed by any and all relevant insurance policies which shall be read as being part of the General Conditions of Contract and which shall be binding on the</p>



GCC Clause	Information
	<p>Contractor.</p> <p><b>8.6.10</b> In addition to any statutory obligations, or other requirements contained in the General Conditions of Contract, the Contractor shall report in writing to both the Engineer and the Insurance Brokers every accident within 48 hours of its occurrence, whether such accident is in respect of damage to persons or property. The report shall contain full details of the accident. The Engineer and/or the Insurers shall have the right to make any enquiries, either on the Site or elsewhere, as to the cause and results of any such accident and the Contractor shall give the Engineer and/or the Insurers full access and facilities for carrying out such enquiries.</p> <p><b>8.6.11</b> Negotiations on the settlement of claims under the insurance shall be conducted by the Contractor/Sub-Contractor with the Insurers through the Insurance Brokers.</p> <p><b>8.6.12</b> The Employer shall not be liable for any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employ of the Contractor or any Sub-Contractor, save and except an accident or injury resulting from any act or omission of the Employer, its agents or servants and the Contractor shall be deemed to have indemnified and shall keep indemnified the Employer against all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.</p> <p><b>8.6.13</b> The Contractor shall insure in the joint names of the Employer, the Contractor and all Sub-Contractors (whether nominated or otherwise) for an amount of R2million per occurrence against the liability stated in Sub-Clause 8.6.14 with an Insurer approved by the Employer (which approval shall not be unreasonably withheld) and shall continue such insurance during the whole of the time that any persons are employed by him on the Works, and shall submit to the Engineer such policy of insurance and the receipt of payment of the current premium on request. Provided always that in respect of any persons employed by any Sub-Contractor, the Contractor's obligation to insure as aforesaid under this Sub-Clause, shall be satisfied if the Sub-Contractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy of insurance, but the Contractor shall require such Sub-Contractor to produce to the Engineer such policy and the receipt for payment of the</p>





GCC Clause	Information
	<p>current premium.</p> <p><b>8.6.14</b> If the Contractor fails to effect and keep in force the insurances referred to in this Clause or for any other insurance which he may be required to effect in terms of the Contract, then and in any such event, the Employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as aforesaid, from any monies due or which may become due to the Contractor or recover the same as a debt due from the Contractor.</p> <p><b>8.6.15</b> The Contractor shall ensure that all proposed and appointed sub-contractors are fully aware of the contents of Clause 8.6.1</p>
Clause 8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is nil.
Clause 8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is 10% of the Contract Price of section of the works damaged or lost.
Clause 8.7	<p><i>Add sub-clause 8.7</i></p> <p>The Contractor shall comply with SHEQ regulations as set out in the contract. Non-compliance will result in a written letter in which the Contractor will be given time to remedy.</p> <p>Failure of the Contractor to provide remedial actions with in time stipulated shall result in a R5000.00 penalty/fine applied on the next payment valuation for every day of non-compliance.</p> <p>The penalty does not absolve the Contractor of his contractual obligation with regards to the clause.</p>
Clause 10.4.2	Dispute resolution shall be by Amicable Settlement, failing which any dispute shall be resolved by way of ad hoc Adjudication.
Clause 10.5.3	The number of Adjudication Board Members to be appointed (if applicable) is one.





C1.2 CONTRACT DATA

PART 2: DATA PROVIDED BY THE CONTRACTOR

GCC Clause	Information
Clause 1.1.1.9	The name of the Contractor is ..... The contact person is .....
Clause 1.2.1.2	The address of the Contractor is:  Physical                      Postal                      Tel: ..... .....                      .....                      Fax: ..... .....                      .....                      Email: ..... .....                      .....
Clause 6.5.1.2.3	Dayworks: The percentage allowance to cover overhead charges is .....%
Clause 6.6.1.2.1	Provisional Sums and Subcontracting: The percentage allowance to cover overhead charges is ..... %
Clause 6.8.3	The variation in cost of special materials is; Type of Special Material                      Unit                      Price  .....                      .....                      ..... .....                      .....                      ..... .....                      .....                      ..... .....                      .....                      ..... .....                      .....                      .....